

Contract ID#: H62453Department: Public Works

CLPW15000022

CF (Capital)**E-104-15 CF****Contract Details**SERVICE Traffic Signal Expansion DesignNIFS ID #: CFPW07000039 NIFS Entry Date: 4/24/15 Term: from 12/13/2007 to 12/31/2017

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> <u>41</u>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>

Agency Information

Vendor	
Name: VHB	Vendor ID# 043472601-02
Address 100 Motor Parkway Hauppauge, NY 11788	Contact Person Scott Spittal Phone (631) 787-3400

County Department
Department Contact Jeff Lindgren
Address 1194 Prospect Ave, Westbury
Phone (516) 571-6998

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/> Contractor Registered <input type="checkbox"/>	4/24/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	4/24/15	[Signature]	
	OMB	Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/30/15	William Coe	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
5/7/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/8/15	[Signature]	
5/8/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/8/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
5/15/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/15/15	[Signature]	

E-104-12



Contract Summary

Description:
Purpose: The purpose of this contract amendment is to extend the existing contract for the design of the Traffic Signal Expansion Phase 3 project.
Method of Procurement: A Request for Proposals advertisement was placed for a four week period for the original contract. VHB was chosen the most technically qualified by a review team of 6 Public Works Engineers.
Procurement History:
Description of General Provisions: This project was originally awarded on December 13, 2007 with an expiration date of January 1, 2009. Due to a number of factors that delayed the completion of this project, this Department is now requesting that we extend the end date of the contract to December 31, 2017 in order to complete the project.
Impact on Funding / Price Analysis: Funding for this project is included in the County's capital plan and will be added to fund required additional design work and construction support. The construction portion of this project is paid for with 80% funding from the Federal Highway Administration.
Change in Contract from Prior Procurement: N/A
Recommendation: Given the overall benefit of this project and the impact on public safety, it is recommended that this contract be amended as proposed.

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	453
Object:	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP / 62-453	\$ 0.01
2		\$
3		\$
4	<i>Almaty 5/8/15</i>	\$
5		\$
6		\$
TOTAL		\$ 0.01

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>Cliff</i>
Name	Name	Date <i>5/11/15</i>
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND VHB, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with VHB, Inc. in connection with design services in connection with the traffic signal expansion phase 3 project, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with VHB, Inc.

Capital Project	Project Detail	Fund	Document Number	Current Encumbrance	Paid Amount	Balance	Retainage	Contract Start Date	Vendor ID	Vendor Name
62454 FSA		CAP	CFPW08000034	\$ 0.01	\$ -	0.01	-	20140415	43472601	VHB ENGINEERING, SURVEYING AND LANDSCAPE
62454 FSA		CAP	CFPW11000034	\$ 674,000.00	\$ 672,038.03	1,961.97	-	20141006	43472601	VHB ENGINEERING, SURVEYING AND LANDSCAPE

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: April 22, 2015

SUBJECT: Amendment for Extension of Time / Extra Work
Traffic Signal Expansion Phase 3
Contract H62453

VHB was procured for design services related to Traffic Signal Expansion Phase 3. It is the intent of this Department to amend the existing agreement in order to extend VHB's services until December 31, 2017 and add additional funding to complete the necessary design work. Numerous events had delayed this project however 90% of the contract work has been completed at this time. We need to extend this contract in order to complete the necessary design work and comply with the Federal Aid deadline.



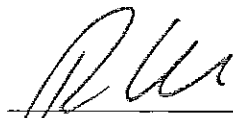
Shila Shah-Gavnoudias
Commissioner

SSG:KGA

c: Kenneth G. Arnold, Assistant to Commissioner
Aryeh Lemberger, Unit Head, Traffic Engineering Unit
Jeff Lindgren, Project Manager

APPROVED:

DISAPPROVED:



Richard R. Walker Date
Chief Deputy County Executive

Richard R. Walker Date
Chief Deputy County Executive



George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: VHB

CONTRACTOR ADDRESS: 100 Motor Pky., Hauppauge, N.Y. 11788

FEDERAL TAX ID #: 043472601-02

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. X This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on December 13, 2007. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after Public Works issued an RFP for the design of the traffic signal expansion phase 3 project. Following a review by six Public Works engineers, VHB was determined to be the most technically qualified to perform this work.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a


competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

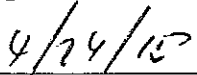
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT

AMENDMENT, dated as of _____, 2015 (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting of behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury NY 11590 and (ii) VHB, a contracting firm having its principal office at 100 Motor Parkway, Hauppauge, NY 11788 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number H62453 between the County and the Firm, executed on behalf of the County on December 13, 2007, (the "Original Agreement"), the Firm performed design services for the County in connection with the traffic signal expansion phase 3 project, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from December 13, 2007 through January 1, 2009 (the "Original Term");

WHEREAS, the County and the Contractor desire to increase the term of contract; and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Amended Term of Contract. The new term of contract shall be from December 13, 2007 to December 31, 2017.
2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

VHB

By: Theresa Elowitz
Name: Theresa Elowitz
Title: Vice President
Date: 4/21/15

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK.

STATE OF NEW YORK)

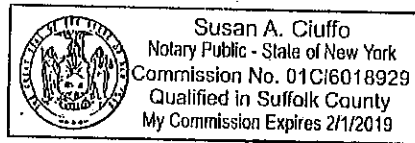
)ss.:

COUNTY OF NASSAU)

Suffolk

On the 21 day of April in the year 2015 before me personally came Theresa Elkowitz to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Vice President of VHB, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Susan A. Ciuffo
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Vanasse Hangen Brustlin, Inc.

Address: 101 Walnut Street, PO Box 9151

City and State: Watertown, MA

Zip Code 02471-9151

2. Firm's Vendor Identification Number: 04-2931679

3. Type of Business:

☐ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☒ X (Corporation) ☐ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

See Attached Sheet(s)

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

See Attached Sheet(s)

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

VHB Engineering, Surveying and Landscape Architecture, P.C.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 4/9/15

Signed: Theresa Elkowitz, VP

Print Name: Theresa Elkowitz

Title: Vice President

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: VHB Engineering, Surveying and Landscape Architecture, P.C.
Address: 100 Motor Parkway, Suite 135
City and State: Hauppauge, NY Zip Code 11788
2. Firm's Vendor Identification Number: 04-3472601
3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. X(Professional Corporation) _____ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
- Richard E. Hangen, 22 Farm St., Medfield, MA 02052
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- Richard E. Hangen, 22 Farm St., Medfield, MA 02052
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Vanasse Hangen Brustlin, Inc.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 4/9/15

Signed: 

Print Name: Theresa Elkowitz

Title: Vice President

VHB Governance

VHB Board of Directors

Robert S. Brustlin, Chairman
Michael Carragher
William J. Roache
Gerry Salontal
Michael S. McArdle
John Stronach
Kimberly A. Eccles
Mary Robin Bousa
James A. Sellen
Matt Kennedy

Elected Corporate Officers

Michael Carragher, President
John B. Jackson, Treasurer
Robert M. Dubinsky, Clerk
William J. Roache, Assistant Clerk
Anne P. Zebrowski, Chief Risk Officer

Board Appointed Officers

James L. Diorio
Christopher J. Brown

Employee Name	Group Label
Brustlin, Robert	Founder
Kennedy, John	Founder
Roche, William	Founder
Barker, Nancy	Senior Principal
Beckard, John	Senior Principal
Bohn, David	Senior Principal
Bonsignore, Ruth	Senior Principal
Carrocher, Michael	Senior Principal
Diorio, James	Senior Principal
Dubinsky, Robert	Senior Principal
Feinstein, Jonathan	Senior Principal
Jackson, John	Senior Principal
Kennedy, Martin	Senior Principal
Lucivero, Thomas	Senior Principal
Macpherson, Philip	Senior Principal
McLeice, Michael	Senior Principal
O'Callaghan, Francis	Senior Principal
Thomas, Stephen	Senior Principal
Ashworth, William	Principal
Bakos, Greg	Principal
Barry, Larry	Principal
Bertondini, Mark	Principal
Bosworth, Gregory	Principal
Bousa, Mary	Principal
Boradian, Rebecca	Principal
Brvant, Timothy	Principal
Byrne, Peter	Principal
Carey, Richard	Principal
Cavucci, Michelle	Principal
Clary, Peter	Principal
Colgan, Mark	Principal
Couklin, Christopher	Principal
Cooke, Donald	Principal

Costa, Michael	Principal
Danforth, Christopher	Principal
DeSantis, William	Principal
DeWitt, Chris	Principal
Domigan, Patricia	Principal
Doroklina, Victoria	Principal
Dupuis, Rick	Principal
Eccles, Kimberly	Principal
Elkowitz, Theresa	Principal
Eng-Wong, Paul	Principal
Eschbacher, Robert	Principal
Grande, Anthony	Principal
Hahn, Hugh	Principal
Hart, Randall	Principal
Herr, Joseph	Principal
Hollworth, Richard	Principal

Gordon Daring - Principal
Matt Kennedy - Principal
Susan Kremer - Principal
Geoffrey Morrison-Logan - Princ.
Kevin Walsh - Principal
Paul Yeargain-Principal

Employee Name	Group Label
Jackson, Thomas	Principal
Jennings, John	Principal
Jungmans, Mark	Principal
Jungmans, Michael	Principal
Karimi, Vahid	Principal
Kocur, Ken	Principal
Kolb, Joseph	Principal
Kraft, Walter	Principal
Landry, Douglas	Principal
Leedy, R. Gordon	Principal
Lewis, Keith	Principal
Lizette, Craig	Principal
Lowett, Christopher	Principal
Lower, Tracy	Principal
Lurde-Jones, Carol	Principal
Macni, Joseph	Principal
Manning, Sean	Principal
McArdle, Michael	Principal
McIntyre, David	Principal
Moherg, Susan	Principal
Naei, Robert	Principal
Nelson, Jeffrey	Principal
O'Leary, Patrick	Principal
O'Neill, Stephen	Principal
Overcash, Lyle	Principal
Patel, Bharat	Principal
Reynolds, Neville	Principal
Rodman, Kenneth	Principal
Romeo, Stephen	Principal
Rosser, Tyson	Principal
Roy, Leo	Principal

Schiff, David	Principal
Schwartz, Ken	Principal
Sellen, James	Principal
Serviss, Gary	Principal
Sloan-Rossiter, Susan	Principal
Snedberg, Robert	Principal
Standley, Lisa	Principal
Strongach, John	Principal
Tadlanetti, David	Principal
Taub, Marty	Principal
Vaughn, Shanemarie	Principal
Veersnowida, Babu	Principal
Vivileschia, David	Principal
Walker, Peter	Principal
Wanat, Joseph	Principal
Wholey, Thomas	Principal
Zebrowski, Anne	Principal
Zimmerman, Kristine	Principal

Employee Name Group Label

Abbott, Dale	Associate
Abree, Robert	Associate

Alexiou, George	Associate
Altobello, Michael	Associate
Anico, Wayne	Associate
Andrea, David	Associate
Batchelder, Heidi	Associate
Bergeon, Marc	Associate
Black, R. David	Associate
Bobay, Christopher	Associate
Boisvert, James	Associate
Bousquet, Russell	Associate
Brown, Chris	Associate
Bryson, Don	Associate
Burbank, Scott	Associate
Burdick, Michael	Associate
Bussiere, Louise	Associate
Burtacavoli, David	Associate
Castell, Laura	Associate
Chase, Matthew	Associate
Cheung, Rocky	Associate
Clinton, Robert	Associate
Codrea, Renee	Associate
Courtemanche, Suzanne	Associate
Cranshaw, Bill	Associate
Crawford, Jessica	Associate
Crouch, Gene	Associate
D'Amelio, Cheryl	Associate
D'Amelio, Scott	Associate
Dealey, Ronald	Associate
Daly, Christopher	Associate
DeLeon, Robert	Associate
Davis, Scott	Associate

Dardarian, Stephen	Associate
DeVos, Lauren	Associate
DiBenedetto, Louis	Associate
DiTaranti, Lisa	Associate
Dunford, Patrick	Associate
Eisenberg, Bethany	Associate
Eisenberg, Terri	Associate
Fenstermacher, David	Associate
Fontaine, Robin	Associate
Frye, Chris	Associate
Furman, John	Associate
Gaglione, Myrina	Associate
Garbier, Jean	Associate
Gibson, Diana	Associate
Goodrich, Gregory	Associate
Greenberg, David	Associate
Greco, Christopher	Associate
Grob, Elizabeth	Associate
Gross, Francis	Associate
Guerin, Paul	Associate

Additional Assoc:
 Bill Anderson
 Bill Arcieri
 John Carty
 Nancy Doon
 Kris Dramby
 Ana Fill
 Steve Kaplan
 Kris Kretch
 Josh Sky

Guivette, Aaron	Associate
Hagen, Winston	Associate
Hall, James	Associate
Hall, Matthew	Associate
Hartman, Ronald	Associate
Havachepbi, Morfeza	Associate
Hines, J.D.	Associate
Hodgdon, Steven	Associate
Hogan, Maureen	Associate
Hogan, Timothy	Associate
Holloman, Kelly	Associate
Johnson, Glen	Associate
Kalkiri, Vinod	Associate
Kashev, Matthew	Associate
Kashev, Matthew	Associate
Kestering, Brad	Associate
Klein, Jeffrey	Associate
Kozalski, Daniel	Associate
Kozalski, Daniel	Associate
Lee, Sai-Kwong	Associate
Leifer, Nancy	Associate
Leinhardt, Tracie	Associate
Lewis, Jody	Associate
Linderman, Diane	Associate
Louro, Mark	Associate
Lovas, Daniel	Associate
Lydon, John	Associate
Martin, Bill	Associate
Mazola, Thomas	Associate
McIntosh, Timothy	Associate
McKinlay, Paul	Associate

Employee Name Group Label

Moshier, Howard	Associate
Moyer, Paul	Associate
Murphy, Julia	Associate
Munhy, Patricia	Associate
Nabors, Daniel	Associate
Nauvokas, Paul	Associate
Nichols, Susan	Associate
Nowak, Christopher	Associate
Noves, Ryan	Associate
Nurzynski, Darek	Associate
Osiecki, Stephen	Associate
Ostrodka, Curtis	Associate
Padian, Daniel	Associate
Paquette, Gil	Associate
Pavao, Peter	Associate
Perfield, Robert	Associate
Perry, Anabella	Associate
Peterson, Jeffrey	Associate
Pisano, Jamie	Associate

Additional Assoc.
 Adam Smith
 Piotr Swietuchowski
 Ryan Verdel
 Steve Anderson
 Tammy Petsios
 Mark Shamon

Powell, John	Associate
Quitzeau, Curtis	Associate
Regan, Michael	Associate
Richards, Heidi	Associate
Robertson, Clayton	Associate
Robertson, Craig	Associate
Rosenblatt, Adam	Associate
Russ, Donald	Associate
Rutherford, Shannon	Associate
Ryder, Griffin	Associate
Sawell, Randy	Associate
Silliman, Keith	Associate
Slivinski, Benjamin	Associate
Sorensen, Peter	Associate
Spital, Scott	Associate
Stebach, Jonathan	Associate
Staffer, Karen	Associate
Staffier, Kenneth	Associate
Suennen, Mark	Associate
Sutton, Michael	Associate
Thompson, Erin	Associate
Topp, Andrew	Associate
Tracy-Callahan, Patricia	Associate
Tucker, Mike	Associate
Turner, Selby	Associate
Van Fleet, Ronald	Associate
Velickovic, Natasha	Associate
Vitaliano, Paul	Associate
Walsh, Rita	Associate
Walsh, Rita	Associate
Whitley, Edward	Associate

Contract ID#: H6245403



Department: Public Works

CF (Capital)E-173-07 **CF** PW07000039

Contract Details

SERVICE

Design

NIFS ID #: CFPW07000039 NIFS Entry Date: Term: from (Execution Date) to 1/1/09

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name: Eschbacher / VHB	Vendor ID# 112992346 043472601-02
Address 532 Broad Hollow Road Melville, NY 11747	Contact Person Scott Spittal Phone (631) 249-8822

County Department	
Department Contact Jeff Lindgren	Address 1194 Prospect Ave, Westbury
Phone 571-6998	

Routing Slip

DATE	DEPARTMENT	Internal Verification	SIGNATURE	APPROVAL
10/22	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	10/22 [Signature]	
10/22	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	[Signature]	
10/23/07	OMB	Contractor Registered <input checked="" type="checkbox"/> NIFS Approval <input type="checkbox"/>	10/23/07 [Signature]	
10/23/07	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	10/23/07 [Signature]	
10/23/07	County Attorney	CA Approval as to form <input type="checkbox"/>	10/23/07 [Signature]	
10/26/07	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	10/26/07 [Signature]	
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	11/21 [Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	11-13 [Signature]	



Contract Summary

Description:	<u>Design Services</u>
Purpose:	The purpose of this design project is to improve traffic signals and communications along Greenwich Street in Hempstead, Nassau Road in Roosevelt, North Main Street in Freeport, and Long Beach Road in Hempstead and Rockville Centre.
Method of Procurement:	RFP - A qualification based rating system in accordance with established DPW and Federal procedures
Procurement History:	In reply to our request for proposals, which was advertised in Newsday, the Nassau County website and the New York State Contract Reporter, we received proposals from (8) eight firms. In further accordance with County Executive Order No. 1-1993 and Board of Supervisors Resolution 928-1993, these proposals were reviewed. A team of (5) five engineers, which included (3) three professional engineers, conducted the consultant selection process and established a technical ranking based on the evaluation of proposals.
Description of General Provisions:	A specific scope of work has been developed for each proposed item of work. A specific cost proposal has been developed for each item of work. The firm will be reimbursed for direct labor costs based on approved wage rates and the agreed upon design fees.
Impact on Funding / Price Analysis:	Funding for the contract in the amount of \$318,154.00 will come from Capitol Project number 62454. The construction portion of this project will be subject to 80% reimbursement from the Federal Government <u>[see paragraph # 3)(a): \$413,600.00 to be paid, including 'Extra Services']</u>
Change in Contract from Prior Procurement:	N/A
Recommendation:	Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	454
Object:	0000
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital	\$318,154
Other	\$
TOTAL	\$318,154

LINE	INVENTORY CODE	AMOUNT
1	PWCAPCAP / 62-454 2/000	\$318,154
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$318,154

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

 APPROVED: J. Imati 10/23/07
 INSURANCE SECTION

Date: _____

I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name	
Name	<u>BM</u>	Name	<u>CFPW 7000039</u>	Date	
Date	<u>12/5/07</u>	Date	<u>[Signature]</u>	(For Office Use Only)	
				E #:	

E-173-07

RULES RESOLUTION NO. ~~232~~ 2007

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF
NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS
AND ESCHBACHER VHB ENGINEERING, SURVEYING, AND LANDSCAPE
ARCHITECTURE, P.C.

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on NOV 19 2007

VOTING:

ayes 8 nays 0 abstained 0 recused 0

Legislators present: 8

WHEREAS, the County on behalf of the Department of Public Works has
negotiated a personal services agreement with Eschbacher VHB Engineering, Surveying
and Landscape Architecture, P.C. for design services, a copy of which is on file with the
Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with Eschbacher VHB
Engineering, Surveying and Landscape Architecture, P.C.

**REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

RFQ

☒ RFP

RFBC

Department: PUBLIC WORKS

Date: July 2, 2007

Service Requested:

The Department of Public Works is requesting authorization to advertise and let a traffic signal improvement design project paid for under County Project number H62454.

Justification:

This project (Traffic Signal Expansion Phase 3) will result in the improvement of signals and communications along Greenwich Street in Hempstead, Nassau Road in Roosevelt, North Main Street in Freeport, and Long Beach Road in Hempstead and Rockville Centre. The cost of this construction phase will be 80% reimbursable with Federal monies. Construction inspection will also be 80% reimbursable with Federal monies.

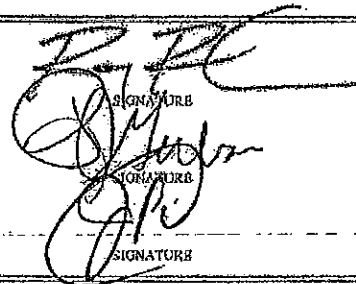
Estimated Design Range: \$300,000

Date RFQ/RFP/RFBC Due: July 2007

870 Department Head Approval: ☒ YES ☐ NO

DCE/Vertical Approval: ☒ YES ☐ NO

DCE/Ops Approval: ☒ YES ☐ NO



PART II: To be submitted to deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from responding vendors.

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

DCE/Ops Approval:

YES ☐ NO ☐

Signature _____

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
PROPOSED CONTRACT
(via fax)

TO: CSEA (Fax: 742-3801)
FROM: Department of Public Works
Division of Administration (Fax: 571-5657)
DATE: October 15, 2007
SUBJECT: CSEA Notification of Proposed DPW Contract
Traffic Signal Expansion - Phase 3
Proposed Contract No. 62454

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:

Engineering services for the design of traffic signals at various locations in Hempstead, Roosevelt, Freeport, South Hempstead and Rockville Centre.

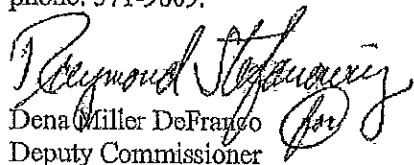
2. The work involves the following:

1. Field review
2. Establish replacement traffic signal equipment locations
3. Design proposed traffic signal and appropriate communications equipment to integrate with the County's Traffic Management Center.

3. An estimate of the cost is: \$318,000.00

4. An estimate of the Duration is: 10 Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: DPW, Division of Administration, Att: Dena Miller DeFranco, fax: 571-9657, phone: 571-9609.


Dena Miller DeFranco
Deputy Commissioner

DMD:JLD:HTL:dmp

c: Daniel McCray, Director of Labor Relations
Joseph L. Davenport, Deputy Commissioner
Harold T. Lutz, Unit Head, Traffic Engineering
Jeff Lindgren, Project Manager

We are transmitting one (1) sheet. If there are any problems with this transmission, call 571-9609

K:\Support Staff\pync\CSEA Notification 3.jpl.doc

ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR KA VANAS-1	DATE (MM/DD/YYYY) 10/17/07												
PRODUCER Poole Professional Ltd. 401 Edgewater Place, Suite 180 Wakefield MA 01880 Phone: 781-245-5400 Fax: 781-245-5463		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.													
INSURED Vanasse Hangen Brustlin, Inc. 550 Bachelder VHB Engineering Surveying & Landscape Architecture, P.C. P. O. Box 9151 Watertown MA 02471		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co.</td> <td>25666</td> </tr> <tr> <td>INSURER C: St Paul Fire & Marine</td> <td>24764</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Ins. Co.	25615	INSURER B: Travelers Indemnity Co.	25666	INSURER C: St Paul Fire & Marine	24764	INSURER D:		INSURER E:	
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INSURER E:															

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prod/Comp/Ops <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> LOC	680-2611L561	05/01/07	05/01/08	EACH OCCURRENCE	\$1,000,000	
					DAMAGE TO RENTED PREMISES (Per occurrence)	\$300,000	
					MED EXP (Any one person)	\$5,000	
					PERSONAL & ADV INJURY	\$1,000,000	
		INSURANCE IS PRIMARY INCL. BLANKET WAIVER			GENERAL AGGREGATE	\$2,000,000	
					PRODUCTS - COMPROP AGG	\$2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA2044L84A INCL. NO&H05/01/07	05/01/07	05/01/08	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE (Per accident)	\$	
					AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN EA ACCIDENT	\$	
					AUTO ONLY: AGG	\$	
D	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$10,000	QK06900186	05/01/07	05/01/08	EACH OCCURRENCE	\$10,000,000	
					AGGREGATE	\$10,000,000	
						\$	
						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	08-5835Y496 NA, CT, VT, NH NY, NJ, RI, VA	05/01/07	05/01/08	<input type="checkbox"/> POLICY LIMITS <input checked="" type="checkbox"/> OTHER		
					E.L. EACH ACCIDENT	\$1,000,000	
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$1,000,000	
A	OTHER	Prof. Office Packa	680-5825Y496	05/01/07	05/01/08	Valuable Records	\$2,250,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

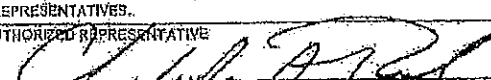
Interest of the County of Nassau is included as additional insured under the above indicated policies only subject to all policy terms and conditions.

Insurance is Primary and Non-Contributory.

CERTIFICATE HOLDER

CONAS - 3	
County of Nassau One West Street Mineola NY 11501	

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	AUTHORIZED REPRESENTATIVE 
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ACORD CERTIFICATE OF LIABILITY INSURANCE		CSR KA VANAS-1	DATE (MM/DD/YYYY) 10/27/07
PRODUCER Poole Professional Ltd. 401 Edgewater Place, Suite 180 Wakefield MA 01880 Phone: 781-245-5400 Fax: 781-245-5463		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Vanessa Hansen Brustlin, Inc. BMT, SC, A VHB Company, Mechanical VHS Engineering, Surveying, Landscaping Architecture, P.C. P. O. Box 9154 Watertown MA 02471		INSURERS AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 37885

COVERAGES

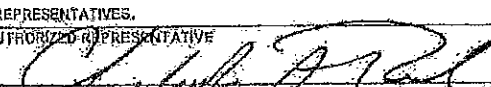
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDR CTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Arch/Engr. Prof. Liab.	DFR9608260 FULL PRIOR ACTS	07/19/07	07/19/08	Ea. Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR ALL COVERED CLAIMS PRESENTED WITHIN THE POLICY PERIOD. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

CERTIFICATE HOLDER

CANCELLATION

CONAS - 3 County of Nassau One West Street Mineola NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Eschbacher VHB Engineering, Surveying, and Landscape Architecture, P.C., a consultant engineering firm having its principal office at 2150 Joshua's Path, Suite 300, Hauppauge, NY 11788 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on January 1, 2009 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services.

(a) The services to be provided by the Firm under this Agreement consist of identification, design, and replacement of existing traffic signal control equipment along with the installation of underground fiber optic communication equipment. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner or his or her duly designated deputy. The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and hereby made a part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed four hundred thirteen thousand six hundred (\$413,600) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services

rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments In Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County

may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

7. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional Insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

11. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of

the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road,

Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred twenty six dollars (\$526) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

21. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed

by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the
• date first above written.

ESCHBACHER VHB ENGINEERING, SURVEYING AND
LANDSCAPE ARCHITECTURE, P.C.

By: Thomas Lucivero
Name: Thomas Lucivero
Title: Senior Principal
Date: 10/18/07

NASSAU COUNTY

By: Ian R. Siegel
Name: Ian R. Siegel
Title: Deputy County Executive
Date: 12-13-07

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:
SUFFOLK

On the 18 day of October in the year 2007 before me personally came Thomas Lucivero to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Kent, RI; that he or she is the Senior Principal of Eschbailer VHB, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

PATRICIA RADA
Notary Public, State of New York
No. 01RA5020878
Qualified in Suffolk County
Commission Expires November 20, 2009
NOTARY PUBLIC
Patricia Rada

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the 13 day of Dec. in the year 2007 before me personally came D. Sigel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

James G. Collins
NOTARY PUBLIC
JAMES G. COLLINS
NOTARY PUBLIC, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

EXHIBIT A

Detailed Scope of Services

Nassau County Traffic Signal Expansion Phase 3

1. Overview

- 1.a. The purpose of this project is to identify, design, and replace existing traffic signal control equipment along with the installation of underground fiber optic communications equipment which will connect to the County's existing communication infrastructure. The re-design and construction of these traffic signals will allow the County to replace older outdated signal and communication equipment with state of the art equipment, in order to maximize roadway capacity and to minimize delays along these arterials.

2. Data Collection and Survey

- 2.a. Survey existing traffic signal locations, and plot the existing traffic signal equipment and utilities on a traffic signal equipment removal plan.
- 2.b. Obtain or create mapping at a scale of 1" = 20'. 1:20 plans shall be prepared for each signal location.
- 2.c. Perform archival search for property lines and right-of-way based on the information available on tax maps and deeds.
- 2.d. Solicit underground and overhead locations from the involved utility companies.
- 2.e. Identify features that may impact the proposed work. This includes, but is not limited to, poles, hydrants, signs, fencing, manholes, storm water catch basins, and trees. The field survey should insure that no underground utilities are affected by the proposed equipment installation.
- 2.f. Check the condition of all existing curb ramps and pavement markings observed and check against the available as-builts.

3. Preparation of Mapping

- 3.a. The consultant will utilize an AUTOCAD drawing platform to produce design plans for this project. The final plans and details will conform in every way to the County's desired formats. Each signalized intersection included in this project will have its own traffic signal plan. Upon completion of the project data collection, the consultant will perform the following work in order to establish base mapping for all intersections included in this project:
 - Establish drawings in scales, CAD layer designations, and CAD output plan sheet sizes to maintain compliance with standard County procedure.
 - Transfer mapping and all pertinent field data collected to County standard size base sheets with the standard Nassau County Traffic Engineering title block.
 - Incorporate all property lines, right-of-way information, and other as-built information into the base maps.
 - Incorporate all utility and existing Nassau County traffic equipment information into the base mapping.

4. Data Development

- 4.a. Development of data tables to categorize the traffic signals including the existing numerical and communication assignments for each location.
- 4.b. Development of a data table to outline fiber optic and copper communications to and from each traffic signal.

5. Specifications

- 5.a. The engineer will be required to develop specifications for any and all new equipment the County doesn't currently have specifications for.

6. County-Supplied Data

- 6.a. To the extent possible, the County will provide as-built drawings for the signalized intersections and the related signal interconnect. In addition, aerial photo information in paper format will be provided as is available.
- 6.b. Nassau County will provide information regarding the existing fiber optic trunk cable, as well as the current communication zones in the area. This information will be in the form of maps and diagrams indicating cable and node cabinet locations, and tables showing current utilization of fibers.
- 6.c. Nassau County can provide copies of aerial photographs for various locations along Greenwich Street in Hempstead, Nassau Road in Roosevelt, North Main Street in Freeport, and Long Beach Road in South Hempstead and Rockville Centre, and GIS mapping in ArcView format.

7. Preliminary Design

- 7.a. The consultant will review and analyze field data collected at each project intersection. The general project-wide preliminary design shall include the following information:
- Title sheet with all pertinent project information and a location map.
 - Index sheet showing all symbols used in the contract plans, including existing and proposed, along with an index to all contract plan sheets.
 - A plan sheet with detailed notes specific to the construction of this project.
 - A plan sheet that details all necessary Maintenance and Protection of Traffic schemes that will be required during the construction of this project.
 - Estimate of quantities including item numbers
 - Plan sheets that show all necessary construction details.
 - Table of anticipated County pay items with a list of potential special specifications.

8. Advance Detail Plans (ADP)

- 8.a. The consultant will deliver an advance detail plan set that incorporates all appropriate comments from the preliminary design set received from the County. The ADP submission will be approximately 90% complete and will include; title sheet, legend and index sheets, standard details, special details, tables, and itemized plan sheets.
- 8.b. The engineers estimate will be submitted along with any special specifications required for the project. Advanced detail plans for each location shall identify curb lines, sidewalks, driveways, ROW, property lines, existing N.C. traffic equipment, relevant utility information, and any proposed traffic signal equipment.

9. Final Plans (PS&E)

- 9.a. The final plan set will include a title sheet, index sheet, detail sheets, MPT sheets, interconnect sheets, notes, and individual signal plan sheets for each intersection. All County comments will be incorporated into the final plan sheets. After all necessary signatures are obtained on the cover sheet (mylar), the entire set will be returned to the consultant for duplication and final submission of the following:
- One set of full-size mylars
 - Three sets of full-size paper prints
 - Five sets of half-size paper prints
- 9.b. The final set of project specifications shall include general contract provisions, notes, requirements and technical specifications not included in the County's standard specifications.

- The consultant will provide electronic and paper copies of the specifications as required by the County.
- 9.c. The consultant will prepare an Engineer's Estimate for the project that includes all itemized quantities and estimated prices for each item. Calculations and methods of calculations for all project quantities shall be prepared on project estimating forms and maintained in a project estimate book for future use, if needed. An estimate of quantities table shall be developed for each intersection and incorporated directly onto the intersection plan sheet. Pricing used for this project will be based on County and NYSDOT pricing estimates and bids from other similar projects.

10. Meetings

- 10.a. The engineering consultant will be required to attend a minimum of four meetings to review and assess the progress of the project.
- 10.b. In addition, the consultant will be required to attend field meetings to discuss proposed equipment locations with the County project manager.

11. General Requirements

- 11.a. **This project has a final PS&E submission deadline of August 15, 2008. No exceptions.**
- 11.b. The consultant will be responsible to coordinate and attend make ready walk-thru meetings with the necessary utility companies. In addition the consultant will be responsible for any expenses incurred as a result of make ready walk thru meetings and make ready work performed by the utility companies.
- 11.c. A project schedule must be submitted to the County Project Manager at the start of design and shall be updated weekly by the consultant.
- 11.d. The consultant will be expected to enter into a user agreement with Nassau County GIS Department in order to utilize Nassau County GIS mapping as base map reference.
- 11.e. The consultant will be responsible to attend meetings as requested by the County Project Manager and will be expected to provide meeting minutes no later than one (1) week after the meeting takes place.
- 11.f. The construction phase of this project is a Federal Aid project and requires that certain documents be prepared and submitted to the New York State Department of Transportation (NYSDOT) in order to advance the project to the construction phase. The consultant will be responsible for completing all Federal Aid documents required to get final approval to let the project. All of these documents will be prepared in accordance with the Local Procedures manual and the Local Programs coordinator for the NYSDOT. Any documents that require County signatures or County letterhead should be submitted to the County Project Manager in electronic format to be processed by County staff.

12. Assumptions

- 12.a. All drawings will be submitted to the County electronically using AUTOCAD format.
- 12.b. Design of roadway improvements, as in road widening, or radii improvements, will not be required.
- 12.c. Right of way acquisition will not be required. Right of way information will be taken from as-built plans and tax maps.
- 12.d. Soil boring will not be required.
- 12.e. Overhead sign structures will not be required.
- 12.f. Due to the nature of the proposed improvements, it is assumed that it is not necessary to tie the survey into the USCG or State plane coordinate system.
- 12.g. Collection of traffic count data will not be necessary.
- 12.h. The County will provide as-built signal and highway plans where available.
- 12.i. The consultant will be responsible for recording meeting minutes at each meeting. These minutes shall be submitted to the County for review within one week of the meeting. Following the County Project Manager's review, a copy of the final meeting minutes shall be submitted to the County.
- 12.j. It is estimated that 41,000 feet of underground utility, conduit investigation, and interconnect mapping work will be required for the communications portion of this design project.

EXHIBIT B Payment Schedule

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

- A. The amount to be paid to the Firm, as full consideration for the Firm's services, not including Extra Services or additional work, shall be three hundred eighteen thousand one hundred fifty four dollars (\$318,154), payable as follows:
 1. The Firm shall be paid on the basis of two point seven five (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by Principals, while engaging in a technical capacity in the project, on the same basis as technical personnel. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred fifty dollars (\$150.00) per hour.
- B. With regard to any task for which payment is calculated on the basis of a multiple of salary, it is understood and agreed that the County will utilize the Firm's approved Personnel List which is currently active and in use in connection with the Firm's services on other County Public Works projects. In the event there is no current Personnel List, or if an existing list is incomplete, then the Firm will submit either such Personnel List setting forth names, classifications, and hourly rates, or if necessary, submit a supplement to an active list, at the time the proposal is presented. In either case, the prior written approval of the Commissioner is required. It is the County's intention hereby that the salary to be reimbursed to the Firm for a named employee shall be the same for said employee on all current County agreements with the Firm.
- C. The firm may grant an employee a salary increase within a classification or by a change of classification. The intention to grant an employee a salary increase within a classification, or to change his or her classification, must be communicated in writing by the Firm to the Commissioner at least one month prior to the effective date of the increase or change of classification. The prior, written approval of the Commissioner is required. If the Firm hires new employees whom they wish to assign to work on this project, they must submit such employees' names, their titles and proposed salaries, and receive prior written approval from the Commissioner.
- D. Claims for services performed shall be accompanied by a certified statement setting forth the names of the persons performing the work, the title held by each person, their hourly rates, the number of hours worked and the total compensation earned. All claims for compensation shall be made upon forms supplied by the County Comptroller, and shall be approved for payment by the Commissioner or his designee. The payroll records of the Firm shall be available for inspection and audit as required.
- E. Overtime - Payment vouchers which include overtime shall not be approved by the Department without the Firm having obtained prior written approval of the Department for such overtime. The premium pay for overtime, above the straight hourly rate shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the straight hourly rate times the applicable multiplier, plus the overtime premium cost incurred.
- H. Extra Services or Additional Costs. If the Firm is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Firm; the Firm shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Firm, as either a lump sum or based on actual salaries of personnel as stipulated herein and calculated in accordance with either paragraph A, 1 above. Such extra services are to be provided only after written authorization by the Department.

I. Reimbursable Expenses The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the Interest of the project, provided they have been approved in advance by the Commissioner of the Department, in his/her sole discretion, and subject to compliance with the County's bill paying procedures:

- a. The direct cost of expenses for travel to locations other than the County, including transportation (coach unless otherwise authorized by the County), meals and reasonable lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.
- b. Testing Laboratory Services.
- c. Messenger service and cables as necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.
- d. Final models, photographs and renderings as requested by the County.
- e. Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of 10 (ten) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

Appendix C

Consultants Technical Proposal

Introduction

The County of Nassau Department of Public Works is interested in retaining a consulting engineering firm to provide services to identify, design, and replace existing traffic signal control equipment along with the installation of underground signal interconnect cable and conduit, where required. This expansion and replacement project, which includes signals on Greenwich Street in Hempstead, Nassau Road in Roosevelt, North Main Street in Freeport, and Long Beach Road in South Hempstead and Rockville Centre, will replace outdated signal and communication equipment with state of the art equipment, in order to maximize roadway capacity and minimize delays along these arterials. It is very clear that the chosen firm must possess a team of experienced engineers and technicians with the relevant technical expertise to complete the proposed work within the critical time frame that has been established. The Eschbacher VHB Engineering, Surveying and Landscape Architecture, P.C (Eschbacher VHB) team, which includes our MBE sub-consultant Hirani Engineering & Land Surveying, P.C., clearly possesses the necessary staffing, capabilities, relevant experience, and management skills that are necessary for this type of specialized service.

Eschbacher VHB offers the following unique strengths, which we believe are essential elements to successfully provide quality traffic signal system support services to the County:

- **Ability to Provide the Required Project Staffing and Successfully Meet the Project Deadline.** It is recognized that the availability of key staff that is experienced in preparing the project deliverables on schedule is critical to the success of this project. If chosen for this project, Eschbacher VHB commits that the staffing proposed herein will be involved in the development of design plans to ensure that the required final PS&E submission deadline of August 15, 2008 is met. Because of the tight deadline, Eschbacher VHB's Long Island office has reached out to key traffic signal design personnel from other offices to get involved in this project as needed.
- **Traffic Signal Design Experience on Long Island.** Eschbacher VHB has been developing signal design plans on Long Island for the past 20 years. Specifically, Eschbacher VHB has successfully developed design plans

for signal and communication equipment on Long Island for more than 60 intersections. Hiram Engineering & Land Surveying, P.C. brings additional resources to the project's data collection and survey task that will help ensure that the initial work gets done as expeditiously as necessary. This makes us uniquely qualified and we have the staffing resources, QA/QC procedures, technical knowledge, County preferences and formats, and the skilled professionals in place to manage and produce consistently high-quality design plans in an efficient manner to meet the County's needs.

- **Understanding the Importance of Local Signal Needs.** The Eschbacher VHB team places emphasis on communication and understanding of specific requirements and preferences of the locality being served, which is critical to the successful design, review, and installation of traffic signals in Nassau County. Some other transportation consulting firms may be capable of applying standards and specifications outlined in the numerous manuals and standards publications. But one aspect that sets the Eschbacher VHB team apart from the others is our strong customer-service approach to providing design services tailored to the specific preferences of the agency being served. This will result in a more efficient and smooth design-to-construction process for Nassau County in this endeavor.

This proposal demonstrates that Eschbacher VHB is the team for this Nassau County project. To elaborate on this, the proposal is organized in accordance with the RFP as follows:

- Project Understanding/Approach
- Project Organization Chart
- Resumes of Key Personnel
- Relevant Experience
 - Team Experience
 - Experience with Municipal Clients
 - Ability to Meet Schedule
 - Availability of Key Personnel
 - Quality Assurance/Quality Control Process
- Proposed Design Schedule
- Cost Proposal Sheet (in a separate sealed envelope).

Project Understanding/Approach

1. Overview

The County of Nassau Department of Public Works is interested in retaining a consulting engineering firm to provide services to identify, design, and replace existing traffic signal control equipment along with the installation of underground fiber optic communication equipment which will connect to the County's existing communication infrastructure. This expansion and replacement project, which includes signals on Greenwich Street in Hempstead, Nassau Road in Roosevelt, North Main Street in Freeport, and Long Beach Road in South Hempstead and Rockville Centre, will replace outdated signal and communication equipment with state of the art equipment, in order to maximize roadway capacity and minimize delays along these arterials.

2. Data Collection and Survey

Under this task, we will review County supplied information including available as-built traffic signal and signal communication plans, pavement marking plans, roadway plans and County GIS mapping for all project work locations. Involved utility companies will be contacted to obtain record utility plan information. This information will be utilized to develop initial base mapping for each work location. The design base mapping for the traffic signal removal and replacement plans will be developed at a scale of $1" = 20'$. Base mapping for the proposed plans for installation of underground communication equipment will be developed at a scale of $1" = 100'$.

Field surveys will then be performed for each work location to ensure the accuracy of the project's design base mapping. During the field surveys the condition and/or location of all existing curb, sidewalk ramps, traffic control signage and pavement markings and locations of all features that may impact the proposed work including poles, hydrants, signs, fencing, manholes, storm basins, and trees will be noted. Where potential conflicts between proposed signal equipment and existing utilities are identified, a request for a utility mark-out will be made and subsequent field surveys performed to determine if adjustments can be made to the location of proposed equipment to avoid the need for utility relocations. An archival search of property and right-of-way lines

will be performed in cases where it is determined that more precise mapping of this information is necessary due to the location of proposed signal equipment.

3. Preparation of Mapping

As the backbone for any design project, the base mapping should offer a clear picture to the contractor as to what will be built. The clarity is important to allow the overall proposed work to be easily interpreted as individual construction components. Many of our other design projects required coordination with another consultant. The base mapping will include established right-of-way and property lines, all existing curb, sidewalk ramps, traffic control signage and pavement markings and locations of all features that may impact the proposed work including poles, hydrants, signs, fencing, manholes, storm basins, and trees will be noted. The design base mapping will be developed utilizing AUTOCAD drawing platform. The traffic signal removal and replacement plans will be developed at a scale of 1" = 20' and the proposed plans for installation of underground communication equipment will be developed at a scale of 1" = 100'. All project deliverables will be developed in conformance with County standards, preferences and formats. All pertinent information gathered during the data collection and survey task will be incorporated in appropriate CAD layering conventions on County standard size base sheets.

4. Data Development

Data tables will be developed to categorize the existing numerical and communications assignments for the project's traffic signals. Tables will also outline fiber optic and copper communication between each intersection.

5. Specifications

Nassau County's standard specifications will be utilized for this project. Special specifications will be developed for any new equipment that the County does not have specifications for. Any special notes will be prepared for inclusion in the final contract design plans.

6. County Supplied Data

It is understood that the County will supply available signal as-built and interconnect drawings. GIS mapping will be provided in ArcView format. This

data will be confirmed and/or updated by field surveys and then used as the basis for the project's preliminary and final design plans.

7. Preliminary Design

Virtually all of our design projects require some sort of plan submission for review at an early stage of design development. Preliminary plan submissions have been a requirement on our design projects similar to the County's signal expansion project which we have performed on numerous projects for the NCDPW, SCDPW and the NYSDOT. The plan set will include a title sheet, index and legend sheet, general and special note sheet, maintenance and protection of traffic sheet, miscellaneous details sheet, traffic signal removal plans, traffic signal modification plans, signal wiring sheet and signal interconnect plan sheets as necessary. Appropriate sheets will also include a table of quantities for each pay item number. In addition, each submittal will include a spreadsheet of anticipated County pay items that will identify those that may require a special specification. Eschbacher VHB is well versed in NCDPW traffic signal design requirements. The signal design will be performed in accordance with the Manual of Uniform Traffic Control Devices. The signal and interconnect plans for this project will propose upgrades to the existing signal equipment to incorporate LED vehicular and pedestrian indications including countdown timers. The need for upgrades in signal section size from 8" to 12" will also be evaluated. In addition, the plans will include the proposed traffic signal communication equipment upgrades. It is anticipated that traffic signal interconnect plans will be prepared for the installation of approximately 41,000 feet of underground conduit, where necessary, and communication cable, for coordination of the traffic signals at the project intersections. We recognize that this is not the only project that the County has under review and that it is critical for every submissions to be prompt.

8. Advanced Detail Plans (ADP)

ADP submissions will represent an approximate 90% stage of completion and incorporate all appropriate comments from the preliminary design submission. The plan set will include a title sheet, index and legend sheet, general and special note sheet, maintenance and protection of traffic sheet, miscellaneous details sheet, traffic signal removal plans, traffic signal modification plans, signal wiring sheet and signal interconnect plan sheets as necessary. Appropriate sheets will also include a table of quantities for each pay item number. In addition each

submittal will include an updated spreadsheet of anticipated County pay items and quantities. At this point the plans will depict the existing equipment to be removed and proposed equipment to be installed at an advanced stage of completeness. An engineer's estimate together with any special specifications will be included in this submission.

9. Final Plans (PS&E)

The PS&E plan set will incorporate all appropriate comments from the ADP submission and include a title sheet, index and legend sheet, general and special note sheet, maintenance and protection of traffic sheet(s), miscellaneous detail sheet(s), traffic signal removal and modification plans (including table of signal sequence and phasing diagram and signal pole location plan) for each project intersection, signal wiring sheet and signal interconnect plan sheets as necessary. Appropriate sheets will also include a table of quantities for each pay item. In addition each submittal will include a final spreadsheet of anticipated County pay items. A final engineer's estimate together with any special specifications will be included for incorporation into contract bid documents. After all necessary signatures are obtained on the mylar title sheet, one set of full-size mylars, three sets of full-size paper prints and five sets of half-size paper prints will be submitted as the final contract drawings. A design computation book will be compiled to present how the Engineer's Estimate was derived. The estimate book will include all calculations and quantities broken out by each plan sheet prepared for each project intersection.

10. Meetings

We recognize the importance of progress meetings with personnel of the County Traffic Engineering Group to review and assess the progress of the proposed work. It is anticipated that as many as four progress meetings will be held during the duration of the contract. Field meetings will be coordinated, as necessary, with the County project manager to finalize the locations of proposed signal equipment.

11. General Requirements

The following is a list of general requirements that we understand will be central to this project:

- The final PS&E submission will be made in advance of the August 15, 2008 deadline. Based on conversations with the County's Traffic Engineering Group Unit Head Cost and Project Manager selected for this project, it is understood that this deadline is fixed based on the availability of funding and, therefore, meeting this deadline is critical for this project. We understand that the availability of key staff is critical to the success of this project and because of the tight deadline, we have already reached out to key traffic signal design personnel from our 16 other offices to get involved in this project as needed.
- Make-ready field meetings will be coordinated with necessary utility companies. Since make-ready utility adjustments are only active for a definite period of time, we will coordinate and attend these field meetings with necessary utility companies as part of the design phase and subsequently make payment to any respective utility company for necessary make-ready work. Any expenses that are incurred as part of these meetings and any make-ready work will be a project reimbursable cost under this contract.
- A project schedule will be prepared at the start of the project and updated and submitted to the County Project Manager weekly.
- A user agreement will be entered into with the County in order to utilize the Nassau County GIS mapping.
- Eschbacher VHB will help prepare the required documents necessary for the project to advance into the construction phase, in accordance with the New York State Department of Transportation's "Procedures for Locally Administered Federal Aid Projects" manual.

12. Assumptions

The following is a list of assumptions that are in addition to those included in the County's RFP for this project:

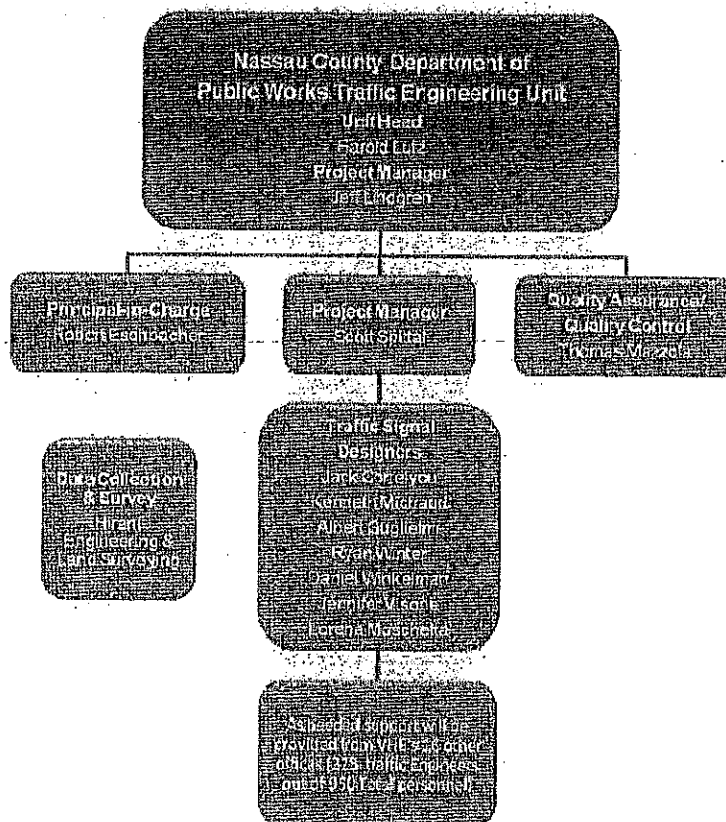
- It is anticipated that there will be four progress meetings during this project. Meeting minutes will be developed within one week of the meeting date.
- The plan set will include a title sheet, index and legend sheet, general and special note sheet, maintenance and protection of traffic sheet,

miscellaneous details sheet, traffic signal removal plans, traffic signal modification plans, signal wiring sheets and signal interconnect plan sheets all prepared in AUTOCAD format.

- There will be 34 intersections that traffic signal removal plans, traffic signal modification plans and signal wiring sheets will be prepared for. There will be no traffic volume data collected or analysis required to assess the proposed operation of the traffic signals.
- It is anticipated that traffic signal interconnect plans will be prepared, to propose the installation of approximately 41,000 feet of underground conduit, where necessary, and communication cable, to coordinate the traffic signals at the project intersections. The proposed plans for installation of underground communication equipment will be developed at a scale of 1" = 100' with two roadway segments included on each plans sheet.
- The final contract plans will be submitted in electronic format at the completion of the project.

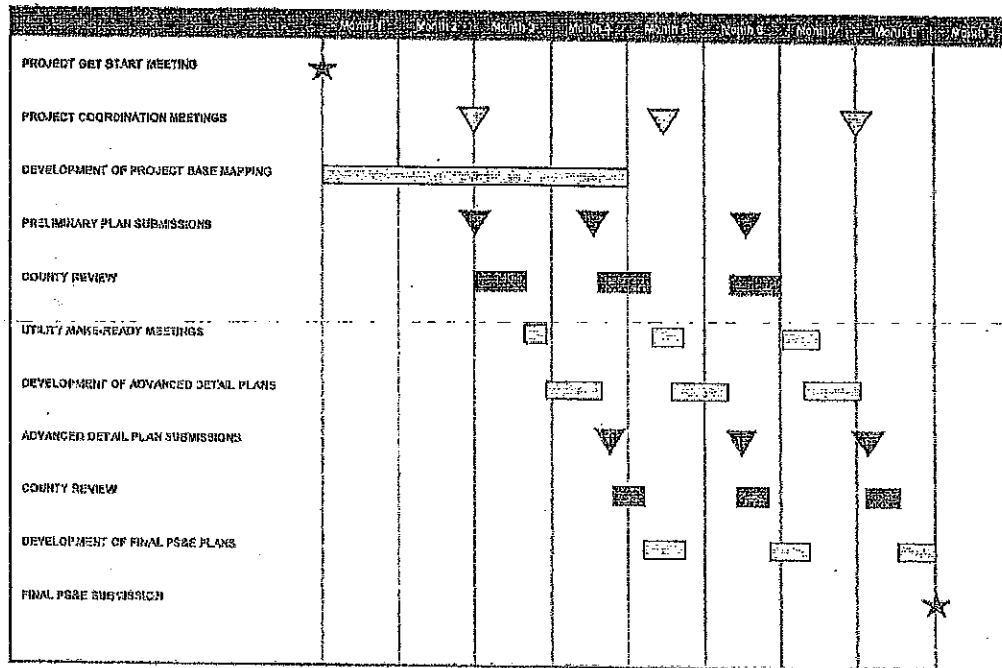
Project Organization Chart

It is very clear that the chosen firm must possess a team of experienced engineers and technicians with the relevant technical expertise to complete the proposed work within the critical time frame that has been established. We have chosen the following key personnel for their experience and expertise in signal design and we have the resources of over 225 traffic engineers firm-wide to draw upon, if needed.



Proposed Design Schedule

In order to maintain the County's schedule for deliverables, we are prepared to adhere to the following schedule. Note that the following schedule represents an 8 month total duration for the development of an approved PS&E submission. If the County awards the project relatively soon after receipt of the proposal, this represents an accelerated schedule.



LEGEND:
 ▽ Project Coordination Meetings
 ▽ Eschbacher Process Schedule
 ▽ Submissions
 ▨ County Review
 ★ Critical Date

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the

contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (i) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

Robert Christman

(Name)

2150 Joshua's Path, Hauppauge, NY 11788

(Address)

(631) 234-3444

(Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

10/22/07
Dated


Signature of Chief Executive Officer

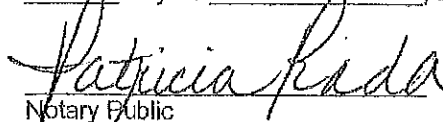
Robert M. Eschbacher, Principal

for Robert Christman

Name of Chief Executive Officer

Sworn to before me this

22 day of October, 2007.


Notary Public

PATRICIA RADA
Notary Public, State of New York
No. 01RA5020878
Qualified in Suffolk County
Commission Expires November 20, 2009

Appendix "U" – Collective Bargaining

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§ 2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
 - 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
 - 2.) whether to become a member of any labor organization.
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.

- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.
- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.

- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and/or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and/or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A.) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A.) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
 - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
 - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
 - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
 - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor

organization.

§ 6. Implementation.

Every Nassau County Department, Agency, Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
 - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
 - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
 - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
 - d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
 - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation

in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.

- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

§ 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Eschbacher VHB Engineering, Surveying and Landscape Architecture, P

Address: 2150 Joshua's Path, Suite 300

City and State: Hauppauge, NY

Zip Code 11788

2. Firm's Vendor Identification Number: 04-3472601 (previously 11-3471157)

3. Type of Business:

☐ Public Corp.

☐ Partnership

☐ Sole Proprietorship

☐ Joint Venture

☐ Ltd Liability Company

☐ Closely Held Corp.

☒ X

☐ Other (specify) Professional Corporation

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

See Attachments A & B.

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

See Attachment C.

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

Eschbacher VHB is affiliated with Vanasse Hangen Brustlin, Inc.,
a Massachusetts corporation, which from time to time provides
Eschbacher VHB services under a services agreement.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 10/17/07

Signed: 

Print Name: Robert M. Eschbacher, P.E.

Title: Principal

ATTACHMENT A

VHB Board of Directors

Robert S. Brustlin, President and Chairman (term expires April 2008)
Richard E. Hangen (term expires April 2008)
William J. Roache, Assistant Clerk (term expires April 2008)
Francis S. O'Callaghan (term expires April 2008)
Nancy G. Barker (term expires April 2008)
John R. Jennings (term expires April 2008)
Gregory L. Bakos (term expires April 2009)
Ruth M. Bonsignore (term expires April 2009)
Warren E. Hughes (term expires April 2010)

Elected Corporate Officers

Robert S. Brustlin, President and Chairman of the Board
John B. Jackson, Treasurer
Robert M. Dubinsky, Clerk
William J. Roache, Assistant Clerk
Anne P. Zebrowski, General Counsel

President Appointed Officers

Michael J. Carragher
Frank G. Stewart

VHB / Eschbacher VHB
List of Current Shareholders

ATTACHMENT B

<u>Name</u>	<u>Home Street 2</u>	<u>Home Street 2</u>	<u>Home City</u>	<u>Home State</u>	<u>Home Zip</u>
Robert R. Albee	130 East Street		Foxboro	MA	02035
Michael J. Altobello	458 Townsend Road		Groton	MA	01450
Wayne P. Amico	79 Wyman Rd		Billerica	MA	01821
David W. Andrea	1289 Grand Cypress Square		Virginia Beach	VA	23455
William R. Ashworth	36 River View Road		Narragansett	RI	02882
Christopher D. Baker	20 Shingle Mill Dr.		Nashua	NH	03062
Gregory L. Bakos	P.O. Box 10091		Bedford	NH	03110
Robert C. Ballou	20 Dresden Road		Hanover	NH	03755
Nancy G. Barker	1975 Steerpoint Road		Hayes	VA	23072
David P. Beardsley	9343 Crystal Brook Terrace		Glen Allen	VA	23060
Christine N. Beaulieu	18 Factory Pond Circ		Greenville	RI	02828
John J. Bechard	3 Countryside Road		North Grafton	MA	01536
Mark F. Bertocini	2294 Foliage Oak Terrace		Oviedo	FL	32766
R. David Black	22 Rutland Street		Boston	MA	02118
Christopher M. Bobay	45 Sherwood Drive		Hooksett	NH	03106
David A. Bohm	5 Peacock Hill		Sharon	MA	02067
Arthur W. Boisvert	11 Holly Lane		Cumberland	RI	02864
James Boisvert	7 Morningside Drive		Walpole	MA	02081
Ruth M. Bonsignore	55 Kingsbury Street		Needham	MA	02192
Gregory M. Bosworth	33 Picnic Street		Boxborough	MA	01719
Mary Robin R. Bousa	3 May Lane		Pelham	NH	03076
Russell J. Bousquet	4 Brett's Farm Road		Norfolk	MA	02056
Frank A. Bracaglia	188 North Street		Stoneham	MA	02180
Robert S. Brown	5376 Penway Drive		Orlando	FL	32814
Robert S. Brustlin	37 Oak Street		Newburyport	MA	01950
Timothy S. Bryant	33 Riverside Farm Dr		Lee	NH	03824
Michael S. Burdick	8307 Sterling Cove Place		Chesterfield	VA	23838
Louise J. Bussiere	16 Kingston Drive		Nashua	NH	03060
Kendall M. Cardwell	177 Boylston Street		Watertown	MA	02472
Richard H. Carey	32 Fairview Road		Lynnfield	MA	01940
Michael J. Carragher	295 Marked Tree Road		Holliston	MA	01746
Paul S. Carter	12 Maplecrest Drive		Southborough	MA	01772
Raymond S. Chapman	349 Enon Oaks Lane		Chester	VA	23836
David A. Cheeney	4209 Whitacre Road		Fairfax	VA	22032
Rocky L. Cheung	32 Fairview Road		Canton	MA	02021
Steven R. Chouinard	46 Washington Street		Marlboro	MA	01752
Robert Christman	81- 2 Turkey Hill Rd		Chester	CT	06412
Alan L. Clapp	6 Barnboard Road		Mansfield	MA	02048
Renee L. Codega	One Arrowhead Circle		North Attleboro	MA	02760
Mark A. Colgan	400 Gage Hill Road		Hopkinton	NH	03229
Christopher R. Conklin	3 Winterberry Lane		Milford	MA	01757
Donald J. Cooke	284 Reedy Meadow Rd.		Groton	MA	01450
Michael J. Costa	6 Highwoods Drive		Methuen	MA	01844
Gene F. Crouch	111 Green St		Ashland	MA	01721
Ronald S. Dagley	87 Sequoia Drive		Tyngsboro	MA	01879
Christopher C. Danforth	3 Virginia Lane		Stafford Springs	CT	06076
Gordon R. Daring	3 Erie Street		Manchester	CT	06040
Lisa Marie Davis	11675 Windling River Road		Providence Forge	VA	23140
Kevin R. Deloye	2740 Robys Way		Midlothian	VA	23113
Stephen F. Derdarian	10 Regent Circle		Franklin	MA	02038
William J. Desantis	132 Virginia Avenue		No Attleboro	MA	02763
George C. Dewitt	9812 Cross Branch		Toano	VA	23168
Louis R. Dibenedetto	195 Main Street		Winthrop	MA	02152

VHB / Eschbacher VHB
List of Current Shareholders

ATTACHMENT B

James L. Diorio	10 Patch's Pond Ln	Wilmington	MA	01887
Francis D. DiPietro	2 Neighborly Way	Billerica	MA	01821
Patrick P. Doherty	38 Lemonie Hill Road	Southbridge	MA	01550
Patricia G. Domigan	284 Reedy Meadow Rd	Groton	MA	01450
Robert M. Dublinsky	80 Hayward St	Hopkinton	MA	01748
Patrick T. Dunford	25 High Point Way	Wrentham	MA	02093
Richard M. Dupuis	67 Wildwood Trall	East Greenwich	RI	02818
Kimberly A. Eccles	104 E. Whitaker Mill Road	Raleigh	NC	27608
Craig S. Eddy	9603 Peppertree Dr.	Richmond	VA	23238
Bethany E. Eisenberg	12 Wollaston Avenue	Arlington	MA	02476
Terri B. Eisenberg	32 Nonantum St	Newton	MA	02158
Marla S. Engel	32 Harrison Street	Brookline	MA	02446
Karri E. Ertl	725 Holly Street	Richmond	VA	23220
Robert M. Eschbacher	19 Elmbark Lane	East Northport	NY	11731
Jonathan L. Feinstein	38 Constitution Dr	Southboro	MA	01772
Karen A. Fisk	100 Sumner Street	Watertown	MA	02472
Robin A. Fontaine	17 Ramblewood Drive	Rocky Hill	CT	06067
Christopher W. Frye	107 Riverview Plantation Drive	Williamsburg	VA	23188
John J. Furman	2 Birchwood Drive	Southampton	MA	01073
Christopher B. Gay	3201 Old Dominion Blvd.	Alexandria	VA	22305
James Graham	52 Oneida Ave	South Setauket	NY	11720
Anthony Grande	23 Olde English Road	Bedford	NH	03110
David M. Greenberg	1 Hickory Lane	West Newbury	MA	01985
Paul G. Guertin	11 Monza Road	Nashua	NH	03064-8102
Sally M. Gunn	512 Main Street	Hampstead	NH	03841
Dean E. Gustafson	30 Bogg Lane	Lebanon	CT	06249
Winston H. Hagen	150 Westfield Drive	Holliston	MA	01746
Hugh G. Hahn	P.O. Box 40	Marshfield Hills	MA	02051
Richard E. Hangen	22 Farm St	Medfield	MA	02052
Randall C. Hart	33 Cash's Trail	Falmouth	MA	02536
Ronald J. Hartman	11 Whisper Lane	West Kingston	RI	02892
Brian K. Hefner	107 Riverbend Blvd	Longwood	FL	32779
Kathleen V. Hemenway	27 Fleming Street	Lowell	MA	01851
Joseph R. Herr	1 Roberts Rd	Canton	MA	02021
John M. Hession	17 Hemlock Drive	Canton	MA	02021
Steven M. Hodgdon	369 Bunker Hill Road	Auburn	NH	03032
Timothy J. Hogan	202 Castle Lane	Williamsburg	VA	23185
Richard S. Hollworth	30 Sunnyside Lane	Concord	MA	01742
Robert A. Hudson	85 NorthBillerica Rd	Tewksbury	MA	01876
Warren E. Hughes	1707 Raleigh Hill Rd	Vienna	VA	22182
Thomas W. Jackmin	11 Chandler Street	Somerville	MA	02144
John B. Jackson	22 Old Schoolhouse Lane	Hanover	MA	02339
John R. Jennings	2791 Dorell Ave.	Orlando	FL	32814
Glen E. Johnson	9 Village Lane	Georgetown	MA	01833
Mark S. Junghans	5 Chadwick Street	Acton	MA	01720
Michael W. Junghans	17 Hillcrest Avenue	Gladstone	NJ	07934
Vinod K. Kalikiri	7 Bill Graham Lane	Millbury	MA	01527
Vahid Karimi	187 Barndoor Hills Road	Granby	CT	06035
John J. Kennedy	98 Wayside Inn Rd	Framingham	MA	01701
Martin F. Kennedy	4 Remington Court	Derry	NH	03038
David B. Ketterling	146 Cooley Road	Williamsburg	VA	23188
Kim Kingston	138 Newbury Avenue	Quincy	MA	02171
Keri L. Kocur	48 Alden Road	Holliston	MA	01746
Joseph F. Kolb	8427 Foxworth Circle	Orlando	FL	32819

**VHB / Eschbacher VHB
List of Current Shareholders**

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Daniel E. Kosalski	P.O. Box 13		Middle Haddam	CT	06456
Robert A. LaCourse	720 Norwich Avenue		Colchester	CT	06415
Douglas L. Landry	26 1/2 Grove Street		Natick	MA	01760
Gregory L. Lassiter	53 Pages Lane		Marshfield	MA	02050
Sal-Kwong K. Lee	540 Lowell Street		Andover	MA	01810
Gordon Leedy	7 North Meadow Road		Amherst	NH	03031
Michael J. Leo	197 Robert Rogers Rd		Dunbarton	NH	03046
Michael P. Libertine	102 Machine Shop Hill		S. Windham	CT	06266
Christopher M. Lovett	273 Linwood Street		Ablington	MA	02351
Teresa A. Lower	1444 Church St. NW	Apt 508	Washington DC	DC	20005
Thomas Lucivero	12 Thomas Drive		Lincoln	RI	02865
Carol A. Lurie	26 Pine St		Arlington	MA	02474
John J. Lydon	6 Clover Terrace		Natick	MA	01760
Bryan F. Lynch	436 Littlefield Road		Boxborough	MA	01719
Edwin H. MacArthur	38 Judith Lane		Waltham	MA	02452
Phillip J. Macpherson	6 Baldwin Road		Westford	MA	01886
Joseph D. Magni	19 County Street		Dedham	MA	02026
Sean M. Manning	72 Camp Street		Milford	MA	01757
Janice Martin	94 Seager Farm Road		Marshfield	MA	02050
Thomas A. Mazzola	20 Byron Road		Commack	NY	11725
Michael S. McArdle	152 Prospect Street		So. Easton	MA	02375
Kenneth McDermott	37 Carrie Brown Ave.		Warwick	RI	02888
Mark D. McGoniagle	525 Aldengate Terrace		Midlothian	VA	23114
Timothy B. McIntosh	8 Rustic Road		West Roxbury	MA	02132
Michael E. McNeice	43 Union St		Watertown	MA	02172
Lee T. McNeill	150 Barton Road		Stow	MA	01775
Susan E. Moberg	48 Hudson Street		Providence	RI	02909
Joseph G. Molinaro	9 Tremont Street		Carver	MA	02330
Howard F. Moshier	39 Waldemar Avenue		Winthrop	MA	02152
Howard W. Muise	29 Grafton Street	#2	Arlington	MA	02474
Julia M. Murphy	35 Hodge Road		Arlington	MA	02474
Patricia F. Murphy	1550 Worcester Road	Unit 312	Framingham	MA	01702
Robert L. Nagi	8 Edmund Brigham Way		Westborough	MA	01581
Paul T. Nauyokas	7 Blackman Road		Canton	MA	02021
Nathaniel C. Norton	8 New Street		Newburyport	MA	01950
Richard H. Nudenberg	4 Bow Street		Jamestown	RI	02835
Derek W. Nurzynski	469 Sutton Street		Northbridge	MA	01534
Francis S. O'Callaghan	81 Watervale Road		Medford	MA	02155
Timothy M. O'Connor	124 Olney Avenue		N. Providence	RI	02911
Patrick N. O'Leary	20 Hillcrest Drive		Ashford	CT	06278
Stephen J. O'Neill	547 Gardner Street		Manchester	CT	06040
Daniel J. Padien	52 Churchill Avenue		Arlington	MA	02476
Bharat Patel	21 Medbury Road		North Attleboro	MA	02760
Jeffrey C. Peterson	371 Squaw Rock Road		Moosup	CT	06534
David S. Pickart	66 Broadview Avenue		Cumberland	RI	02864
Curtis R. Quitzau	60 Gilbert Street		Mansfield	MA	02048
Gustavo O. Raposo	411 Guilf Rd West		So Dartmouth	MA	02748
Anthony P. Reddeck	1828 Antiqua Drive		Orlando	FL	32806
R. Neville Reynolds	5561 Down Creek Road		Gloucester	VA	23061
Heidi U. Richards	7 Longfellow Road		Westborough	MA	01581
William J. Roache	38 Grove St		Norfolk	MA	02056
Clayton Robertson	4803 2nd Ave. Dr. NW		Bradenton	FL	34209
Kenneth E. Rodman	905 High Gate Mews		Virginia Beach	VA	23452
Tyson N. Rosser	2428 Glenmore Hunt Trail		Virginia Beach	VA	23456

VHB / Eschbacher VHB
List of Current Shareholders

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Leo P. Roy	230 Canton Avenue		Milton	MA	02186
Donald M. Russ	397 N. Main Street		Sayville	NY	11782
Shannon K. Rutherford	139 Amherst Drive		Manchester	CT	06042
Kenneth A. Schwartz	810 Walnut Street		Newton Centre	MA	02459
Michael J. Servetas	11 South Watson Lane		Dover	NH	03820
Gary M. Serviss	4140 King Richard Dr		Sarasota	FL	34232
Carman R. Sewell	221 West Tazewell's Way		Williamsburg	VA	23185-6525
Phillip S. Shapiro	102 Claybrook Drive		Silver Spring	MD	20902
Robert B. Shaw	P.O. Box 237		West Dennis	MA	02670
Alvin D. Sledd	5 Sir Ralph Lane		Poquoson	VA	23662
Susan P. Sloan-Rossiter	186 Conant Road		Westwood	MA	02090
Robert J. Smedberg	54 Ridgewood Road		Cranston	RI	02921
Michelle J. Smith	11200 Harbor Court		Reston	VA	20191
Diana Soldano	111 Washington Drive		Mastic Beach	NY	11951
Peter T. Sorensen	38 Jenness St		Quincy	MA	02169
Scott Spittal	9 Old Cow Path		Miller Place	NY	11764
Kenneth S. Staffier	40 Union Street	#3	Watertown	MA	02472
Lisa A. Standley	12 Longfellow Road		Needham	MA	02194
Frank G. Stewart	84 Boardman Av		Melrose	MA	02176
John M. Stronach	3404 Archer Court		Virginia Beach	VA	23452
David Taglianetti	1 Mitchell Circle		Cranston	RI	02921
Bruce A. Tasker	283 E. Side Drive		Concord	NH	03301
Stephen W. Thomas	22 Hampton Hills Lane		Richmond	VA	23226
Reginald L. Tisdale	P.O. Box 849		Sorrento	FL	32776
Matthew D. Varrell	35 Arch Street		Holliston	MA	01746
Shanemarie Vaughn	3 Aster Lane		Hope	RI	02831
Vera Velickovic	18 Romsey Street		Dorchester	MA	02125
David M. Vivilecchia	271 Franklin Street		Reading	MA	01867
Robert R. Vokes	1 Juniper St		Hudson	NH	03051
Peter J. Walker	33 Park Street		Henniker	NH	03242
Joseph T. Wanat	20 Germain Street		Worcester	MA	01602
Thomas F. Wholley	33 Park Street		Wakefield	MA	01880
Kristine Wickham Zimmerman	20 Pines Road		Revere	MA	02151
David C. Wilcock	58 Birch St		Stoughton	MA	02072
Tricia A. Wingard	250 Nina Lane		Williamsburg	VA	23188
Mark M. Wixted	120 Rowe Street		Melrose	MA	02176
Sue Wong	51 Gavins Pond Road		Sharon	MA	02067
Karen J. Wynne	15 Albemarle Street	No. 5	Boston	MA	02116
Paul W. Yeargain	1628 Oviedo Grove Circle	Apt 20	Oviedo	FL	32765
Anne P. Zebrowski	17 Lookout Farm Rd		So. Natick	MA	01760
Adrian G. Zelazny	10 Michael Rd		Maynard	MA	01754

Eschbacher VHB Engineering, Surveying & Landscape Architecture Officers
ATTACHMENT C

Robert Christman, President, Treasurer, Secretary and Sole Director
81-2 Turkey Hill Road
Chester, CT 06412

Thomas Benjamin, Vice President
39 Kingsley Avenue
Haydenville, MA 01039

Edward Bullock, Vice President
49 Miller Avenue
Port Jefferson Station, NY 11776

Robert Eschbacher, Holding one share of non-voting common stock
19 Elmbark Lane
East Northport, NY 11731

